

DISASTER RECOVERY AND BUSINESS CONTINUITY SERVICES

JANUARY 1, 2004

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division, (hereinafter referred to as "the State"), whose address and phone number are Room 229, Mitchell Building, 125 N. Roberts St., Helena, Montana 59620-0113, 406-444-2700 and ~~SunGard Recovery Services~~ LP, (hereinafter referred to as the "SunGard"), whose nine digit Federal ID Number, address and phone number are 23-2106195, 680 East Swedesford Road, Wayne, PA 19087.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 This contract 04-676B shall take effect on January 1, 2004. The contract shall terminate on December 31, 2008, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed five (5) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a 10 (ten)-year period.

3. COST/PRICE INCREASE

Price Increases Negotiated Based on Increases in SunGard's Costs. Price increases may be permitted at the time of contract renewal through a process of negotiation with SunGard and the State. Any price increases must be based on demonstrated industry-wide or regional increases in SunGard's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. DISASTER RECOVERY SERVICES

SunGard agrees to provide to the State the following Disaster Recovery and Business Continuity Services as described in RFP #04-676B, and as offered and accepted in SunGard's proposal. Items in the parentheses below are to cross-reference the Selected Services in the attached Schedule (s).

4.1 **RECOVERY SERVICES.** Each Schedule to this Contract specifies the State location ("**Location**"), the recovery services to be provided by SunGard to the State for that Location ("**Recovery Services**"), the fees to be paid by the State to SunGard for those services, and any other applicable terms. Each Schedule represents an attachment to this contract that incorporates and is governed by all of the terms of this Contract.

4.1.1 **DISASTER.** A "**Disaster**" is any unplanned event or condition that renders the State unable to use a Location or any of the equipment situated at that Location which is under contract with SunGard for its intended computer processing and related purposes. By signing a Schedule or any addendum to a Schedule, the State warrants that the Location specified in that Schedule is not at that time experiencing a Disaster. The State may declare a Disaster by having one of its designated representatives give notice to SunGard stating that a Disaster occurred, identifying the affected Location and specifying which Recovery Services the State believes will be required. SunGard will then follow the State's

reasonable declaration procedures as provided to SunGard in the Disaster Declaration Authority form.

4.1.2 SELECTED SERVICES. Whenever the State declares a Disaster, the Recovery Services to be provided by SunGard to the State shall be the following services, which were selected by the State in the applicable Schedule.

4.1.2.1 Center-Based Recovery Services (a). Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which the State may use during the period of time stated below, provided at a SunGard facility:

4.1.2.1.1 Hotsite (i). An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule, which the State may use for six (6) weeks.

4.1.2.1.2 Coldsite (ii). Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which the State may use for six months.

4.1.2.1.3 Office Space (iii). An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which the State may use to operate that Hotsite or Coldsite.

4.1.2.1.4 Work Group Space (iv). An adequate and reasonable amount of office space, properly equipped to accommodate the Work Group Configuration described in the Schedule, which the State may use for six weeks.

4.1.2.1.5 MegaVoice (v) sm. SunGard's voice communications backup service for the number of communications ports stated in the Schedule, which the State may use for six weeks.

4.1.2.2 Mobile Recovery Services (b). Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which the State may use for the duration of a Disaster:

4.1.2.2.1 Replacement Recovery System (i). A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule, to be provided to the State by one of the following methods at the State's option:

4.1.2.2.1.1 Primary Recovery Facility (a). Access to the Replacement Recovery System at a SunGard facility where it is then installed.

4.1.2.2.1.2 Alternate Recovery Facility (b). Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated, within 48 hours after SunGard receives the Disaster declaration notice.

4.1.2.2.1.3 Mobile Data Center (c). Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by the State, within 48 hours after SunGard receives the Disaster declaration notice.

4.1.2.2.1.4 Subscriber Facility (d). Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by the State, within 48 hours after SunGard receives the Disaster declaration notice.

4.1.2.2.2 Computer Space (ii). Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to the State by one of the following methods at the State's option:

4.1.2.2.2.1 SunGard Facility (a). Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated.

4.1.2.2.2.2 Mobile Coldsite (b). Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by the State, within 48 hours after SunGard receives the Disaster declaration notice.

4.1.2.2.3 Supplemental Office Space (iii). An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which the State may use to operate that Replacement Recovery System or Computer Space.

4.1.2.2.4 Mobile Work Group Space (iv). SunGard will commence the delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule, to a destination in the continental United States requested by the State, within 24 hours after SunGard receives the Disaster declaration notice.

4.1.2.2.5 Quick Ship Equipment (v). Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule, to a properly equipped facility in the continental United States requested by the State, within 48 hours after SunGard receives the Disaster declaration notice.

4.1.2.3 Network Services (c). The Network Services identified as either "Center-to-Center" or "LAN Bridging" in the Network Configuration described in the Schedule shall be made available to the State within two (2) hours after receipt of a Disaster declaration, based on then current availability on SunGard's Global Network ("SGN"). These types of Network Services will be used by the State to facilitate connectivity between the SunGard recovery centers as defined in the Network Configuration. Once the State has been switched onto the circuit/port on the SGN, the Network Services will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). The State will have access to and use of the Network Services for six (6) weeks. In addition, the State shall have access to the applicable Network Services to conduct Test(s) in conjunction with the Test(s) of the Recovery Services as defined on the Schedule.

4.1.3 EXTENDED USE. During a Disaster, the State may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section 4.1.2.1 and 4.1.2.3, respectively, provided that this extended use shall be subject to immediate termination if and when any other the subscriber declares a disaster and requires use of the Recovery Resources then being utilized by the State.

4.1.4 COMPREHENSIVE RECOVERY SUPPORT. Whenever the State uses Recovery Services during a Disaster, SunGard's Support Staff (consisting of operations, communications, security, transportation, systems software, customer support personnel, and a network analyst, as appropriate) shall provide comprehensive support to the State on a 24-hour-a-day, 7-day-a-week basis, as the State needs. To facilitate the State's use of the Recovery Services during a Disaster, SunGard's Support Staff shall assist the State in pre-testing the State's operating systems, network control programs and communications circuits. During a Disaster, SunGard's Support Staff also shall assist the State in contacting vendors and in obtaining and installing additional or replacement equipment.

4.1.5 TESTS. Promptly after execution of this Contract, SunGard shall notify the State of available times to schedule a training workshop at a SunGard facility or, at the State's election, provide instructions to the State to conduct a computer based training workshop. The State may use Recovery Services as specified in the applicable Schedule to test its disaster recovery capability ("Test") for the number of Test Periods stated in the applicable Schedule. Each Test Period entitles the State to eight (8) hours of consecutive test time per contract year at a designated SunGard facility, on a non-cumulative basis. Each Test Period will be scheduled in blocks of eight (8) hours with multiple Test Periods running consecutively during a scheduled drill. Notwithstanding anything to the contrary set forth in Schedule(s), the State shall be entitled to twelve (12) Test Periods for the initial contract year. The initial contract year is a 12-month period beginning on the Commencement Date of the Schedule(s). During each Test, SunGard's Support Staff shall provide reasonable supplies and support to the State as the State reasonably requests, subject to availability. In order for SunGard to provide support to the State for a scheduled Test, all Test plans must be provided to SunGard at least three (3) weeks prior to the Test date. Following confirmation of a scheduled Test, and upon receipt of the State's Test plan, SunGard will then assign a SunGard technical coordinator to review the State's Test plan and act as project manager to coordinate Test support activities. Test availability is on a 24-hour-a-day, 7-day-a-week basis. All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible, if and when any other Subscriber declares a disaster and requests use of the Recovery Services being tested. In the event the

State's test is cancelled by SunGard as a result of another subscriber's disaster, SunGard will reimburse the State for out of pocket expenses incurred up to one times the monthly fee payable under the applicable Schedule.

4.1.6 E-TESTING SERVICES. The State may, at its option, elect to participate in SunGard's Online Test Plan Submission system ("E-Testing Program"). The Program allows the State to complete and submit Test plans online for any scheduled Test. The State shall use the Program only for its own internal purposes in testing its disaster recovery configuration with SunGard. Periodically, in its sole discretion, SunGard may change or discontinue the Program. In the event that SunGard discontinues the E-Testing Program, SunGard will notify the State in writing 30 days in advance. SunGard shall not be liable for any damages incurred by the State as a result of the State's access to, use of, or downloading of any information or data contained in the web pages of the Program, including damages caused by any viruses. SunGard represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program. SunGard shall use commercially reasonable efforts to assist the State, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.

4.1.7 SOFTWARE. All systems and utility software which SunGard has installed on the equipment used to provide the Recovery Services may be used by the State during a Disaster or a Test.

4.1.8 TECHNOLOGY EXCHANGE. Upon the State's request, SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration. The State may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to SunGard and signing an appropriate addendum to the applicable Schedule. Upon the effective date of this exchange, the Monthly or Annual Fees due under that Schedule may increase by an amount reasonably determined by the parties, which will be consistent with industry standards, based upon the difference between (a) SunGard's then prevailing Monthly or Annual Fees for the new hardware selected, and (b) a reasonably allocated portion of the prior Monthly or Annual Fees covering the components that were replaced.

4.1.9 ACCOUNT EXECUTIVE. SunGard shall assign an Account Executive to the State to assist in monitoring the continued viability of the State's disaster recovery capability, testing, and related preparations and to facilitate ongoing communications between the State and SunGard.

4.1.10 HOTLINE. SunGard shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which the State may use as needed.

4.2 MAINTENANCE AND USE OF RECOVERY RESOURCES. The terms in this Section 4.2 are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services ("**Recovery Resources**") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.

4.2.1 MAINTENANCE. SunGard shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. SunGard shall adhere to vendor-recommended, updates, procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled

preventive maintenance. **SunGard warrants and represents to the State that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Contract. Further, SunGard represents and warrants to the State that (i) it has the authority and right to enter into this Contract and to provide the Recovery Services, materials, and equipment hereunder free of all liens, security interests and/or other encumbrances; (ii) the performance of its obligations and delivery of the Recovery Services to the State will not violate any applicable U.S. laws or regulations; and (iii) all Recovery Services will be performed in a professional and workmanlike manner consistent with the highest standards in the commercial disaster recovery industry.**

4.2.2 SIGNIFICANT CHANGES. SunGard may change the Recovery Resources and shall give written notice to the State at least sixty (60) days before making any significant change that might substantially and adversely impact the State. The State shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If in the State's reasonable judgment any such change substantially and adversely impacts the State's ability to use the changed Recovery Resources, the State may terminate the applicable Schedule(s) by providing SunGard within ten (10) days after the State first uses the affected Recovery Services for either a Disaster or Test.

4.2.3 AUDITS. At any time except when the Recovery Resources are being used during a disaster by another Subscriber or a confidential test, the State may, at its expense, using its own personnel or an independent third-party auditor retained by the State audit the Recovery Resources to verify SunGard's compliance with this Contract. SunGard also shall permit any regulatory authority having jurisdiction over the State to inspect the Recovery Resources. SunGard shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to the State upon request.

4.2.4 STANDARD PROCEDURES. SunGard shall maintain reasonable and uniform policies and procedures regarding security, safety, scheduling, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. SunGard's policies shall appear in SunGard's User's Guide. Both SunGard and the State shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications. Policies for tests include advance scheduling and cancellation requirements. Any Test Period(s) cancelled by the State less than forty-five (45) days before the scheduled date will be applied against the State's annual allotment of Test Periods unless SunGard is able to reschedule the cancelled Test Period(s) with another Subscriber.

4.2.5 SPECIAL PROCEDURES. If the State gives written notice to SunGard describing any special data protection or other security procedures used by the State then SunGard shall use commercially reasonable efforts to help implement those procedures whenever the State is using the Recovery Resources. The State shall be responsible for any additional State pre-approved expenses reasonably incurred by SunGard in implementing the State's special procedures.

4.2.6 MOBILE RESOURCES. Title to all of the Recovery Resources used to provide Mobile Recovery Services ("**Mobile Resources**"), wherever located, shall remain in SunGard or its supplier, except for any Quick Ship Equipment as to which the State properly exercises its purchase option, if any, described in the applicable Schedule. With respect to any Mobile Resources for which the destination is not a SunGard facility, (a) the

State shall obtain or provide, at the State's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination, (b) the State shall be responsible for the security of the Mobile Resources at that destination, (c) the State shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld, (d) when the State's use or right to use the Mobile Resources during a Disaster or Test ends, the State shall comply with SunGard's reasonable return delivery or shipment instructions, and (e) if the Mobile Resources do not include a SunGard vehicle, then the State shall provide a proper operating environment for the Mobile Resources. If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated, then SunGard will use commercially reasonable efforts to replace the Mobile Resources. If SunGard is unable to replace the Mobile Resources, then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to the State.

- 4.3 MULTIPLE DISASTER.** The State's rights of immediate and exclusive use of the Recovery Services as provided in Section 4.1.2, shall be subject to the possibility that one or more other Subscribers ("**other affected Subscribers**") could declare a disaster at the same time as (or before or after) the State and require use of the same Recovery Resources at the same time as the State ("**Multiple Disaster**"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.

4.3.1 PRIORITY RESOURCES AND SHARED RESOURCES. All Recovery Resources shall be available on a priority use basis ("**Priority Resources**") except for those designated by SunGard as available on a shared use basis ("**Shared Resources**"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.

4.3.2 ACCESS AND USE PROCEDURES. Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

4.3.2.1 The State shall have priority rights of access to and use of applicable Priority Resources that are not then being used or have been requested by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as the State is entitled to use them under Section 4.1.2.

4.3.2.2 The State and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers.

4.3.2.3 If applicable Priority Resources and applicable Shared Resources are both available, the State may choose which type to use.

4.3.2.4 The State shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient

use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

4.3.2.5 If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to satisfy the critical needs of affected subscribers, applicable national security interests and comparable concerns.

4.3.3 MULTIPLE DISASTER PROTECTION. To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:

4.3.3.1 No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to the State under this Contract.

4.3.3.2 No agreement to provide use of any Recovery Resources shall be entered into by SunGard at a time when the subscriber location to be serviced is then currently experiencing a Disaster.

For Center-Based Recovery Services, SunGard also shall comply with the following:

4.3.3.3 To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a subscriber declares a disaster.

4.3.3.4 To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.

4.3.4 CRISIS MANAGEMENT. Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable to promptly coordinate contingency plans with all potentially affected subscribers.

4.3.5 NETWORK SERVICES. In the event that the State contracts for Network Services the following terms apply.

4.3.5.1 General Network Services/Internet Access Terms

SunGard's Internet Access Services will provide the State with connectivity to the Internet through SunGard's Internet Access Services subject to the terms and conditions of the Contract. The Internet is not owned, operated, or managed by, or in any way affiliated with SunGard or any of SunGard's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. SunGard will use commercially reasonable efforts to provide the Internet Access subscribed to as outlined on the applicable Attachment A. The State agrees that its use of the Internet Access Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.

The State hereby acknowledges receipt of SunGard's and/or its underlying carriers' policies and/or rules and regulations ("Policies") (Attachment A) and agrees to comply with such. With regard to the Policies, SunGard acknowledges that the State's compliance shall be subject to applicable federal and state law. SunGard represents that it will not make any material modifications to the Policies without providing the State with at least six (6) months prior written notice and no changes to the Policies will be implemented at such time as when the State is utilizing the Network Services during a recovery following a declared Disaster. If following the implementation of any material changes to the Policies, the State can not comply with the changes, then the State shall have the option of terminating the Contract as its sole remedy hereunder.

4.3.5.2 Testing

The State shall have access to the applicable Network Services defined on the Attachment to conduct Test(s) in conjunction with Test(s) of the Recovery Services as defined on the applicable Schedule to which the Attachment is made a part thereof. Policies at all times while utilizing the Internet Access Services. The State also acknowledges that a breach of any of the Policies may result in the immediate termination of the Internet Access Services without prior notice and SunGard shall have no liability to the State for any restriction or termination of the Internet Access Services pursuant to the State's violation of the Policies. The State agrees that the Access Service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied. The State agrees that SunGard has the right, but not the obligation, to remove content from SunGard's computer servers which SunGard, in its sole discretion, determines to be in violation of this Contract or SunGard's underlying carrier(s)' on-line policy.

4.3.5.3 Termination

If network services become unavailable to SunGard due to no fault of SunGard's, and SunGard gives the State a 90 day notice SunGard can terminate the network services at no penalty.

4.3.5.4 Use of Network Services/Internet Services

The State shall have access to the Services for Disaster Recovery purposes, in accordance with SunGard's obligations as defined in the Contract and the applicable Attachment, "Disaster Recovery Purposes" means any use of the Network Services by the State: (i) while the State is experiencing a Disaster; (ii) which connectivity facilitates the State's recovery during a Disaster; (iii) to conduct a Test(s); or (iv) for electronic vaulting. Any other use of the Services by the State shall constitute a material breach of the Agreement for which SunGard may terminate the Agreement by providing fifteen (15) days prior written notice unless the State cures such breach during the fifteen (15) day period to SunGard's reasonable satisfaction.. The State shall have access to the Network Services for a period of no more than six (6) weeks during a Disaster.

Disaster Declaration and Daily Usage Fees will be charged as follows:

Web ReDirect Services

<u>Connection Speed</u>	<u>Declaration Fee</u>	<u>Daily Usage Fee</u>
.512 Kbps – 1.5 Mbps	\$ 500	\$ 100

1.6 -- 10 Mbps	\$ 2,500	\$ 250
10.1-- 45 Mbps	\$ 2,500	\$ 500
45.1 -- 100 Mbps	\$ 5,000	\$ 750

*If a Declaration Fee of equal or greater value is charged in association with the Specified Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.

5. CONSIDERATION/PAYMENT

5.1 In consideration for the services to be provided, the State will pay within 45 days after receipt of a properly executed invoice for accepted services and/or products. For any amount not paid when due, the State will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. The State shall be responsible for (a) any applicable Disaster Fees as indicated on the attached Schedule, (b) all communications and similar third party charges resulting from the State's use of the Recovery Resources as approved in advance by the State, (c) all power, fuel and other utility charges resulting from the State's use of the Recovery Resources, except the initial six weeks of Hotsite use and except for Tests, as approved in advance by the State (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by the State as approved in advance by the State, (e) all costs associated with the installation and de-installation of Mobile Resources used by the State at non-SunGard locations as approved in advance by the State, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Contract that is required by law.

5.2 The State may withhold payments to SunGard if SunGard has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by lack of performance.

5.3 SunGard may be required to provide banking information at the time of contract execution in order to facilitate State electronic fund transfer payments.

6. ACCESS AND RETENTION OF RECORDS

6.1 SunGard agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) See Section 4.2.3 for additional information.

6.2 SunGard agrees to create and retain records supporting the Disaster Recovery and Business Continuity Services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Neither party shall assign, transfer or subcontract any portion of this contract without the express written consent of the other party. (Mont. Code Ann. § 18-4-141.) SunGard shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by

such subcontractors, and for the acts and omissions of persons employed directly by SunGard. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

SunGard agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of SunGard's employees or third parties on account of bodily or personal injuries, death, or damage to real or tangible personal property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of SunGard and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract

Notwithstanding the foregoing, SunGard's liability for Recovery Services shall be for direct damages. SunGard shall have no responsibility for any data or software transmitted by the State while utilizing SunGard's Network Services except for damages caused by SunGard.

Excluding SunGard's liability for personal injury or tangible personal or real property damages, under no circumstances shall SunGard be liable to the State for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary or special damages of any nature, whether or not foreseeable.

EXCEPT AS SPECIFICALLY STATED IN THIS CONTRACT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. **Expressed warranties are, but not limited to: SunGard warrants and represents to the State that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Contract. Further, SunGard represents and warrants to the State that (i) it has the authority and right to enter into this Contract and to provide the Recovery Services, materials, and equipment hereunder free of all liens, security interests and/or other encumbrances; (ii) the performance of its obligations and delivery of the Recovery Services to the State will not violate any applicable U.S. laws or regulations; and (iii) all Recovery Services will be performed in a professional and workmanlike manner consistent with the highest standards in the commercial disaster recovery industry.**

9. REQUIRED INSURANCE

9.1 General Requirements: SunGard shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by SunGard, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance: SunGard's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of SunGard's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability: SunGard shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be

caused by any act, omission, or negligence of SunGard or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of SunGard, including the insured's general supervision of SunGard; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability: SunGard shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of SunGard or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by SunGard. The State acknowledges that the current services under this contract do not contemplate that automobiles will be leased, hired, or borrowed by SunGard.

9.7 Specific Requirements for Professional Liability: SunGard shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of SunGard or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, SunGard may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

9.8 Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) SunGard shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.9 Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. SunGard must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

SunGard will comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither SunGard nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal

document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

11. COMPLIANCE WITH LAWS

SunGard will, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by SunGard subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, SunGard agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. SUNGARD TRADE SECRET INFORMATION

SunGard acknowledges that the State is subject to the State of Montana "right to know" laws and this contract shall be a public record. Any specific information claimed by SunGard to be a bona fide trade secret must be clearly identified as such by SunGard and must meet the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA. If SunGard claims any trade secrets, an affidavit from SunGard's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA will be attached to this contract or any amendment to this contract. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.discoveringmontana.com/doa/gsd/css/Resources/Forms.asp>.

13. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of surety bond in the amount of \$871,000 has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. All contract performance security, except bonds, will be returned to SunGard after successful completion of the contract. This security must remain in effect for the entire contract period.

14. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/Offeror objects, in writing to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

15. COMPLIANCE WITH STATE STANDARDS

The offeror is expected to be familiar with the State of Montana Information Technology Environment. The State requires that any projects awarded under a contract for IT Services comply with all applicable Enterprise IT Policies and Enterprise Standards. Exceptions may be granted by ITSD on a case-by-case basis.

16. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

17. FORCE MAJEURE

Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility (provided that SunGard has exhausted its planned backup solutions for such disruption or outage as well as all other available commercially reasonable solutions), failure to perform by any supplier or other third party (provided that SunGard shall have used commercially reasonable efforts to take advantage of all of its' secondary and alternate suppliers, including its strategic alliance partnerships to fulfill the State's contracted for Recovery Services in the event of a Disaster declaration as they pertain to commitments from suppliers and/or third parties. or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to the State a material part of the Recovery Services described in a Schedule, then the Monthly Fees for those Recovery Services for that period shall be waived. If this inability continues for more than five days after the State has declared a Disaster, then The State may terminate that Schedule or Contract, without penalty, by giving written notice of termination to SunGard at any time before the inability ends.

In the event of a Disaster declaration and should SunGard not be able to provide Subscriber with access to the requested recovery center (Philadelphia), SunGard will then, based on available Recovery Services at either the Wood Dale, Illinois, or Carlstadt, New Jersey recovery center(s), direct Subscriber to other alternate recovery center(s). It is SunGard's intention to exhaust all available Recovery Resources prior to the declaration of a Force Majeure event SunGard represents that it maintains, and updates on a regular basis, detailed and comprehensive contingency plan for its Philadelphia recovery center. In the event of unavailability of the Philadelphia recovery center, SunGard represents that the State would be directed to either of the alternate recovery centers identified above. Further, if requested, SunGard will provide a certification as to the existence and status of the contingency plan to the State, however, SunGard does not provide this plan to our subscribers due to the confidential and proprietary nature of the plan.

18. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of SunGard's performance. This contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to cancel this contract based on the assessment and any related information, SunGard's response and the severity of any negative performance assessment.

19. CONTRACT TERMINATION

19.1 The State, at its sole discretion, may terminate or reduce the scope of this contract, or project if available funding is reduced for any reason based on the following. (Montana Code Annotated § 18-4-313(3))

This provision shall not be used by the State for the purpose of obtaining disaster recovery services from another commercial vendor.

19.2 The State may, by written notice to SunGard, terminate this contract in whole or in part at any time SunGard is in breach of its obligation under this contract. At the State's option, if either party breaches any of its obligations under this Contract and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Contract or any portion, without penalty, by giving written notice to the breaching party. With respect to a breach of SunGard's obligation to provide the Recovery Services to the State during a Disaster, the cure period shall be five (5) days. With respect to the State's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Contract, the cure period shall be thirty (30) days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.

19.3 SunGard is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

19.4 The State Chief Information Officer may halt the work on this project or cancel the contract if problems and deficiencies have not been resolved and successful completion of the project is in jeopardy.

20. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. SunGard shall designate a liaison that will provide the single point of contact for management and coordination of SunGard's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and SunGard's liaison.

The SunGard Account Executive as described in Section 4.1.9 is:

Name: Tobey Goddard
Address: 225 N. 9th Street, Suite 510
Boise, ID 83702

Phone: 208-333-7060

Fax: 208-333-7061
Email: tobey.goddard@sungard.com

The SunGard Contract Office and address for notice is:

Name: Contract Administration
Address: 680 East Swedesford Road
Wayne, PA 19087

Phone: 484-582-2000
Fax: 610-225-1125

The State Project Manager is the party that manages the day-to-day project activities. The ITSD Project Manager for this contract is:

Name: Martin McGill
Address: Mitchell Building, Room 229
125 N. Roberts
Helena, MT 59620-0113
Phone: (406) 444-2531
Fax: (406) 444-2701
Email: mmcgill@state.mt.us

The State Contract Manager for this contract is:

Name: Linda Kirkland
Address: Mitchell Building, Room 229
125 N. Roberts
Helena, MT 59620-0113
Phone: (406) 444-1354
Fax: (406) 444-2701
Email: lkirkland@state.mt.us

The State's liaison and SunGard's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to SunGard's Contract Administration address and also carbon copied to SunGard's Account Executive. All notices, consents and other communications under this Contract shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile, and Disaster declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within 24 hours thereafter.

21. MEETINGS

SunGard is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. SunGard will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, if mutually agreed upon and at SunGard's expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or

rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

22. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

23. SCOPE, AMENDMENT AND INTERPRETATION

23.1 This contract consists of 17 numbered pages, Attachment A-Internet Access/Network Services Acceptable Use Policy, Attachment B-SunGard Global Network Services for Internet Access Services, Attachment C-Planning Solutions Services and Attachment D-Planning Solutions Master Software License Agreement, Schedule A-Department of Administration, and Schedule B-Department of Corrections, RFP #04-676B as amended and SunGard's response as amended by additional correspondence dated September 25, 2003 and December 8, 2003, all clarification, discussions, negotiations, demonstrations. In the case of dispute or ambiguity about the minimum levels of performance by SunGard the order of precedence of document interpretation is in the same order.

23.2 These documents contain the entire contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

24. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF ADMINISTRATION
INFORMATION TECHNOLOGY SERVICES DIVISION

BY: _____

Brian Wolf, CIO

DATE: _____

2/13/04

Approved as to legal content:

Legal Counsel

2/10/04
(Date)

Department of Administration

Approved as to form:

Contracts Officer

2/11/04
(Date)

State Procurement Bureau

SUNGARD AVAILABILITY SERVICES
680 East Swedesford Road
Wayne, PA 19087
Federal ID # 23-2106195

BY: _____

Debbie O'Brien, Vice President, Sales
Denny Day, SVP

DATE: _____

2/17/04

ATTACHMENT A
SUNGARD RECOVERY SERVICES LP
Network/Internet Services
Acceptable Use Policy

Overview

SRS has published this Acceptable Use Policy to help ensure that the Services provided to our Subscribers are of the highest quality, and to help protect the privacy and security of our Subscribers, systems, and networks, while also encouraging responsible use, including compliance with applicable laws. This Policy also describes areas of use of SRS Network/Internet Services which are prohibited. SRS may in its sole discretion determine whether a use of SRS Network/Internet Services is a violation of this Policy. SRS in no way intends to monitor, control, or censor communications on the SRS Network, however, when we have knowledge a violation of this Policy, we reserve the right to take such action as is necessary to address the violation, as referenced below.

This Policy applies to all Subscribers of SRS Network/Internet Services, and supplements, but does not supersede, the Agreements that Subscribers have with SRS. The Policy also applies, and should be communicated, to Subscribers' clients and/or end users who utilize the Services through Subscribers. In the event of any conflict between a Subscriber's Agreement and the Policy; the Agreement will govern.

Prohibited Uses

The following are prohibited uses of SRS Network/Internet Services under this Policy. These descriptions are guidelines and are not intended to be comprehensive in nature.

Illegal/Criminal Activity

SRS Network/Internet Services may not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include, but are not limited to, theft or infringement of copyrights, trademarks, trade secrets, or intellectual property of any type; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

Security Violations

SRS Network/Internet Services may not be used in connection with any attempt to violate the security of any network, service, or other system, including, but not limited to, hacking, cracking into, monitoring, or using systems or networks without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. SRS Subscribers are responsible for maintaining the basic security of their systems to prevent use of their system in a manner which may result in a violation of this Policy, such as properly securing mail servers to prevent distribution of spam (as defined below), and properly securing FTP server to prevent illegal distribution of licensed software. Subscribers also are responsible for implementing preventive or remedial actions on vulnerable or exploited systems to prevent continued abuse.

Threats

SRS Network/Internet Services may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

Offensive Materials

SRS Network/Internet Services may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials.

Spam

Spam is an unacceptable use of SRS Network/Internet Services. Spam includes, but is not limited to, any of the following activities:

- Posting a single message, or messages similar in content, to more than five online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Sending any unsolicited email that could be expected, in SRS' discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- Using SRS facilities to violate another Internet Service Provider's acceptable use policy and/or terms of service.

Indirect Access

A violation of this Policy by someone having only indirect access to SRS Network/Internet Services through a Subscriber or other user will be considered a violation by the Subscriber or other user, whether or not with the knowledge or consent of the Subscriber or other user. In addition, this Policy applies to any email or content transmitted by you or on your behalf which uses an SRS account as a mailbox for responses or promotes content hosted or transmitted using SRS facilities, or which indicates in any way that SRS was involved in the transmission of such email or content.

The resale of SRS products and Network Services is not permitted, unless expressly permitted in a written agreement with SRS.

Consequences

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of the Services, or other action appropriate to the violation, as determined by SRS in its sole discretion. SRS will provide fifteen (15) days prior written notice so that violations may be addressed voluntarily, and allow the State to cure such breach during this fifteen (15) day period to SunGard's reasonable satisfaction. SRS may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

Incident Reporting

Any complaints regarding violations of this Policy by an SRS Subscriber should be directed to SRS at 1-800-SVAULT0. Where possible, include details that would assist SRS in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

As used herein, content shall mean information made available, displayed or transmitted in connection with the Services (including, without limitation, information made available by means of a "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

SRS may modify this Policy at any time, effective when posted to SRS's public web site at <http://www.sungardrs.com>.

**ATTACHMENT 1 TO THE ADDENDUM FOR SUNGARD GLOBAL NETWORK SERVICES
TO THE RECOVERY SERVICES AGREEMENT DATED 1/1/2004
BETWEEN SUNGARD RECOVERY SERVICES LP AND State of Montana**

Page 1 of 1

B. Internet Access Services

B1. Web Re-Direct	QTY	Monthly Fee	Total Monthly Fee
Connectivity: 15 Mbps Destination: Philadelphia, PA	1	\$0.00	\$0.00

☒ This is a New Attachment which is deemed attached to Schedule A to the Agreement

☐ This Attachment replaces and supercedes the previous Attachment dated , and is deemed attached to Schedule A to the Agreement.

Subscriber will be invoiced an additional Monthly Fee of \$ 0 effective 1/1/2004 ; \$ 1800 effective 2/1/04; \$ 1900 effective 1/1/05; \$ 2000 effective 1/1/06; \$ 2100 effective 1/1/07; and \$ 2250 effective 1/1/08, plus any applicable tax, in accordance with the terms of the Agreement, the SunGard Global Network Addendum and Attachment. The term of this Attachment will commence on 1/1/2004 or the date of installation, whichever is later, and shall continue until the end of the initial Agreed Term of the Schedule noted above or any extended or renewal term of that Schedule. In addition, Subscriber is responsible for one-time installation charges in the amount of \$0 which will be invoiced in accordance with the terms of the Agreement, the SunGard Global Network Addendum and this Attachment. The last sentence of Section D2 of the Agreement shall not apply to this Attachment for the initial Agreed Term of the Schedule.

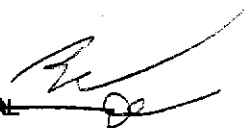


SunGard



Subscriber

~~THE TERMS OF THIS ATTACHMENT ARE CONFIDENTIAL~~



ATTACHMENT C
PLANNING SOLUTIONS
(SEE ADDITIONAL TERMS ON REVERSE SIDE)

The Disaster Recovery and Business Continuity Services Contract between SunGard Recovery Services LP ("SunGard") and Subscriber dated January 1, 2004 ("Agreement"), is amended to add the additional services and/or software listed below. The cost for the additional services and/or software products shall be the amounts listed and described below and shall be billed to Subscriber under the terms of the Contract. The additional services and/or software listed below will be provided to Subscriber by SunGard's division, SunGard Planning Solutions ("SPS").

☒ **Services:** The following services as described in the contract dated January 1, 2004, attached hereto and made a part hereof.

Test Services
Consulting Services
PreCover Software – Standalone License

☒ **Software:** PreCover – Standalone License

The fees for the services and/or software are \$ 96,140.00 and are included in the Recovery Services Schedule A:

Subscriber has opted for a 60 month payment term, resulting in a \$1,794.00 monthly charge, which is included in the Recovery Services Schedule A and will not be billed separately by SunGard.

Reimbursable expenses (travel, lodging, food and incidental actual costs) will be waived for the initial 15 days of Consulting Services.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum including those on the reverse side.

SUNGARD RECOVERY SERVICES LP

By: 

Print Name: Denny Day

Print Title: SVP

Date Signed: 2/17/04

STATE OF MONTANA

By: 

Print Name: Brian Wolf

Print Title: CIO, ITSD

Date Signed: 2/13/04

ADDITIONAL TERMS

WARRANTIES:

SPS warrants that all services shall be performed by qualified personnel in accordance with professional standards, and that all services, documents and reports delivered by SPS shall conform to the requirements of this Attachment C.

Any deficiencies, as determined by generally accepted professional standards, shall be promptly reported by Subscriber to SPS and, in any event, within 30 days after Subscriber receives the deliverable involved. SPS shall correct such deficiencies in its deliverables within a mutually agreeable time period.

SUBSCRIBER RESPONSIBILITY:

Subscriber shall provide to SPS, as and when necessary, all information, data and other materials concerning Subscriber personnel, operations and facilities and other relevant aspects of Subscriber's business, to the extent required by SPS to properly perform the services to be provided to Subscriber under this Attachment C. All such information, data and materials provided to SPS by any of Subscriber's personnel will be accurate, current and complete, and may be relied upon by SPS in performing the services to be provided to Subscriber under this Attachment C. Subscriber shall be responsible for preparing and maintaining backup or duplicate copies of all such information, data and materials, and SPS shall have no liability for any loss or damage resulting from Subscriber's failure to do so.

Subscriber shall provide SPS access to Subscriber's offices and facilities at mutually agreeable times, make available to SPS experienced personnel having knowledge of Subscriber's operations and other relevant aspects of Subscriber's business, and cooperate with SPS in all respects reasonably necessary to allow SPS to perform the services to be provided to Subscriber under this Attachment C.

OTHER TERMS:

The State will provide a plan within 60 days of contract execution to schedule the initial 15 days of Consulting Services, which will be mutually agreed to by both parties. This initial 15 days of Consulting Services will be provided by SunGard at no additional cost to the State. At the State's option, the State can contract for additional Consulting Services.

ATTACHMENT D
SUNGARD PLANNING SOLUTIONS
MASTER SOFTWARE LICENSE AGREEMENT

LICENSEE'S NAME: State of Montana

LICENSEE'S ADDRESS: Room 111, Sam Mitchell Building, Helena, MT 59620

AGREEMENT DATE:

WARRANTY PERIOD: One Year from Agreement Date

SOFTWARE: PreCovery

VERSION: Enterprise

LICENSE GRANTED:

- ☒ **Stand Alone Workstation License** - Licensee, under a Stand Alone Workstation License, may use one copy of the Software on a single-user workstation.

		Quantity
DOCUMENTATION:	CD and Manual	1
TRAINING:	Public Training Classes	2
	On-Site Training Days	N/A
TOTAL LICENSE FEE FOR INITIAL ORDER		\$ 10,000.00*

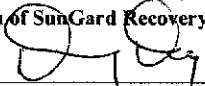
*This rate is included in the Recovery Services Schedule A and will not be billed separately.

ANNUAL SUPPORT FEE FOR INITIAL ORDER (after expiration of Warranty Period)	\$ 1,200.00
---	--------------------

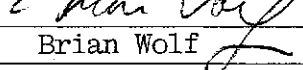
FUTURE ORDER FEES:	Additional Fee
CD and Manual	\$200
Public Training Classes (per class)	\$900
On-Site Training Classes (per day)	\$1,800

By the signatures of their duly authorized representatives below, SunGard Planning Solutions ("Planning Solutions") and Licensee, intending to be legally bound, agree to all of the terms of this Agreement including those on the reverse side.

SUNGARD PLANNING SOLUTIONS
(a division of SunGard Recovery Services LP)

By: 
Print Name: Denny Day
Print Title: SVP
Date Signed: 2/17/04

STATE OF MONTANA

By: 
Print Name: Brian Wolf
Print Title: CIO, ITSD
Date Signed: 2/12/04

1. **Protection of the Software.** Planning Solutions' software ("Software") and related documentation ("Documentation") are subject to copyright laws and the terms of this Agreement.
2. **License.** Planning Solutions grants to Licensee (Licensee shall include all of its wholly-owned subsidiaries as of the date hereof for so long as they remain wholly-owned subsidiaries) a perpetual, non-transferable, non-exclusive license ("License") to use the Software and Documentation only for internal business purposes and in accordance with this Agreement. Planning Solutions will remain the owner of the Software and Documentation, and reserves all rights not specifically granted to Licensee under this Agreement.
3. **Support Services.** During the Warranty Period and for each Support Year, Planning Solutions will provide to Licensee the following support services: (a) modifications to the Software which Planning Solutions may from time to time distribute to its customers at no additional charge; and (b) reasonable telephone access, during Planning Solutions' normal business hours, to technical staff for consultation in the use of the Software. If Licensee does not provide such notice, the support services will continue in effect for successive one-year periods ("Support Year")
4. **Warranties and Indemnification.** During the Warranty Period, Planning Solutions warrants that the Software, as delivered to Licensee and when used as specified in the Documentation, will perform substantially in accordance with the Documentation. Planning Solutions warrants that the Software as delivered to Licensee and when used as specified in the Documentation, the Software itself will not, as a result of the date change from December 31, 1999 to January 1, 2000, fail to perform substantially in accordance with the Documentation and such performance shall continue in the year 2000 and beyond. Planning Solutions' sole obligation and Licensee's sole remedy with respect to this year 2000 warranty is for Planning Solutions to use commercially reasonable efforts to correct the Software. Planning Solutions warrants that the Software and Documentation do not infringe upon any United States copyright, patent or other proprietary right. Planning Solutions will indemnify Licensee against any third party claim of such infringement by paying any damages awarded by a court of final jurisdiction, and legal costs, and any settlements pre-approved in writing by Planning Solutions, to the extent that the damages, settlements and costs resulted from such infringement. As conditions to this indemnification, Licensee must notify Planning Solutions promptly after Licensee receives or learns of any infringement claim, Planning Solutions will have sole control of the defense and settlement of the claim, and Licensee will reasonably cooperate with Planning Solutions. If an infringement claim is initiated or in Planning Solutions' sole opinion likely to be initiated, then Planning Solutions may make the Software and Documentation non-infringing, or arrange for Licensee's continued use of the Software and Documentation, or terminate this Agreement and refund the license fees Licensee paid under this Agreement.
5. **Disclosure and Use Restrictions.** The Software and Documentation, and the related object code, source code, design features used in the Software or Documentation, and all modifications of the foregoing, are Planning Solutions' valuable property. Licensee will not (a) sell, license, distribute, transfer, communicate or disclose any of those items to any third party; (b) copy, except for a reasonable number of backup or archive copies and backup copies for disaster recovery purposes or as expressly provided herein; (c) modify any of those items, or decompile, reverse engineer, create or recreate any Software source code; (d) use any of those items to provide services to, or to otherwise benefit, any third party; (e) use any of those items to create a program having features or functions substantially similar to those of the Software; (f) remove or modify any copyright or other proprietary notice contained in any of those items; (g) use or possess any of those items in any foreign jurisdiction in violation of any trade laws or regulations; or (h) allow others to do any of the foregoing.
6. **Remedies.** In the event of material violation by the State of Section 2 License. or Section 5. Disclosure and Use Restrictions of the Master Software License Agreement, Planning Solutions may terminate this Agreement, retaining its other legal rights, and Planning Solutions may, at its option require immediate return of the Software and Documentation from the State.

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 1 of 10**

Selected Services:	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services:			\$7,500	
(i) Hotsite:	Yes	Four (4)		\$5,000
(ii) Coldsite:	Yes	N/A		\$1,500
(iii) Office Space:	Yes	N/A		
(iv) Work Group Space:	Yes	One (1)	\$2,500	\$500
(v) MegaVoice (sm):	No	N/A	\$0	\$0
(b) Mobile Recovery Services:				
(i) Replacement Recovery System:	Yes	Four (4)	\$0	\$1,250 ^{1,2}
Delivery Method(s) Selected:	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space:	Yes	N/A	\$0	\$500 ^{1,2}
Delivery Method(s) Selected:	SunGard Facility/Mobile Coldsite			
(iii) Supplemental Office Space:	Yes	N/A		
(iv) Mobile Work Group Space:	Yes	N/A	See Config.	See Config.
(v) Quick Ship Equipment	No	N/A	\$0	\$0
(c) Network Services:	Yes	N/A	See Config.	See Config.

¹ Initial 30 days of Daily Usage Fees during a Disaster will not be charged.

² Per configuration.

Agreed Term: 60 month(s)

Commencement Date: 01/01/2004

Monthly Fee: Effective 01/01/2004 \$0
 Monthly Fee: Effective 02/01/2004 \$10,200
 Monthly Fee: Effective 01/01/2005 \$11,000
 Monthly Fee: Effective 01/01/2006 \$12,000
 Monthly Fee: Effective 01/01/2007 \$12,900
 Monthly Fee: Effective 01/01/2008 \$13,550

Subscriber's Location: 125 NORTH ROBERTS STREET, HELENA, MT 59620

Send Subscriber Notices to: 125 NORTH ROBERTS STREET, HELENA, MT 59620

ATTN: MARTIN MCGILL

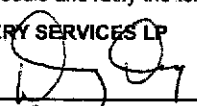
Send Subscriber Invoices to: 125 NORTH ROBERTS STREET, HELENA, MT 59620

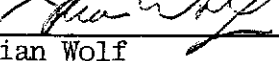
ATTN: FINANCIAL SERVICES UNIT

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES LP

**SUBSCRIBER: STATE OF MONTANA - DEPARTMENT OF
ADMINISTRATION**

BY: 
 PRINT NAME: Denny Day
 PRINT TITLE: SVP
 DATE SIGNED: 2/17/04

BY: 
 PRINT NAME: Brian Wolf
 PRINT TITLE: CIO, ITSD
 DATE SIGNED: 2/13/04

~~THE TERMS OF THIS SCHEDULE ARE UNCHANGING~~
 Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 2 of 10

Hotsite Configuration:

Quantity Description

- 1 IBM PROCESSOR MIP RANGE 251 - 475
 - 1 configured as follows:
 - 350 IBM MIPS (251 - 475)
- 1 OSA-E FAST ETHERNET ADAPTERS - (2) PORTS
- 1 OSA-E GIGABIT ETHERNET ADAPTERS - (2) PORTS
- 8196 MB OF MEMORY
- 1 3494 B18 LIBRARY - VTS - 1296 GB (COMPRESSED), (6)
3590ES (VTS), (8) 3590ES DIRECT ATTACHED
- 12 IBM 3590 E11 MAGSTAR TAPE ADDRESSES
(COMPATIBLE TO E1A)
- 4400 GIGABYTES OF 3390-3 DASD
- 1 VISARA ESCON 22L CONTROLLER
- 1 IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES
24 TERMINALS & LINE PRINTER & CHANNEL)
- 1 IBM 3900-1 ADVANCED FUNCTION PRINTER
- 1 OCE 2140 (COMPATIBLE WITH 3900, 3800, 400, ETC.)
- 1 IBM 3745 MODEL 310 COMMUNICATION CONTROLLER
 - 1 configured as follows:
 - 1 LIC1 (RS232)
 - 2 LIC3 (V.35)
 - 1 TOKEN RING ADAPTERS
- 4 IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
(ESCON ATTACHED)
- 1 STORAGE CABINET
- 4 ANNUAL TEST PERIODS (ADDITIONAL)

(Cust Ref: For
3835)

3

Work Group Configuration:

Quantity Description

- 1 METROCENTER FACILITY ACCESS INCLUDING ONE (1)
FAX AND ONE (1) COPIER
- 5 FURNISHED WORKGROUP POSITION (DESK, CHAIR,
VOICE & DATA WIRING)
- 5 DESKTOP PC W/ CD-RW/DVD DRIVE, 1.44 MB DISKETTE
DRIVE, KEYBOARD, MOUSE
 - 5 configured as follows:
 - 1 PENTIUM 4 2.53 GHZ PROCESSOR
 - 512 MB RAM
 - 40 GB DISK
 - 1 10/100/1000 ETHERNET NETWORK INTERFACE CARD
 - 1 18" FLAT PANEL DISPLAY
- 5 DIGITAL TELEPHONE SET
- 1 IBM BOOK MANAGER PC WITH CD-ROM READER
- 7 ANNUAL TEST PERIODS (ADDITIONAL)

3

Mobile Configuration 1:

Quantity Description

(Cust Ref: FileNet and
Shared Disk)

- 1 RS/6000 H80 (NO CPU, NO MEMORY)

SunGard Subscriber

Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 3 of 10

Mobile Configuration 1:
(Cust Ref: FileNet and
Shared Disk)

Quantity Description

- 1 configured as follows:
- 1 RS64IV 750MHZ PROCESSOR-MUST BE SELECTED
IN INCREMENTS OF TWO-2,4,6
 - 2048 MB OF MEMORY
 - 1 CD-ROM
 - 18 GB OF INTERNAL DISK
 - 1 4-PORT ETHERNET ADAPTER 10/100
 - 1 COLOR MONITOR W/GRAPHICS ADAPTER
 - 1 ETHERNET ADAPTER GB SX
 - 1 FIBRE CHANNEL ADAPTER 2GB
- 1 MOBILE ACTIVATION MANUAL
- 1 configured as follows:
- 1 INCLUDED
- 5000 GB DISK (RAW 100% USABLE)
- (Cust Ref: Shared
disk for all mid-
tier platforms)
- 1 MODEL "1200EX" OPTICAL LIBRARY (6 DRIVES, 5.2GB
CAPACITY, 238-SLOTS)
 - 1 OPTICAL LIBRARY W/(4) DRIVES (9.1GB CAPACITY), (64)
SLOTS
 - 4 ANNUAL TEST PERIODS (ADDITIONAL)

3

Mobile Configuration 2:
(Cust Ref: Sabhrs HR
APP/WEB)

Quantity Description

- 1 ALPHASERVER ES40 6/667 MODEL 2 SERVICE LEVEL (4 CPU)
- 1 configured as follows:
- 8 GB MEMORY
- 1 ETHERNET GIGABIT ADAPTER
- 4 ANNUAL TEST PERIODS (ADDITIONAL)

3

Mobile Configuration 3:
(Cust Ref: Sabhrs FS
APP/WEB)

Quantity Description


- 1 ALPHASERVER ES40 6/667 MODEL 2 SERVICE LEVEL (4 CPU)
- 1 configured as follows:
- 8 GB MEMORY
- 1 ETHERNET GIGABIT ADAPTER
- 4 ANNUAL TEST PERIODS (ADDITIONAL)

3

Mobile Configuration 4:
(Cust Ref: Oracle WEB
Server)

Quantity Description

- 1 RS/6000 H80 (NO CPU, NO MEMORY)
- 1 configured as follows:
- 1 4-WAY RS64IV 750MHZ PROCESSOR
 - 6144 MB OF MEMORY
 - 1 CD-ROM
 - 36 GB OF INTERNAL DISK
 - 1 4-PORT ETHERNET ADAPTER
 - 1 COLOR MONITOR W/GRAPHICS ADAPTER
 - 1 ETHERNET ADAPTER GB SX
 - 1 FIBRE CHANNEL ADAPTER 2GB


SunGard Subscriber


Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 4 of 10

Mobile Configuration 4:
(Cust Ref: Oracle WEB
Server)

<u>Quantity</u>	<u>Description</u>	
4	ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Configuration 5:
(Cust Ref: Oracle WEB
Server II)

<u>Quantity</u>	<u>Description</u>	
1	RS/6000 H80 (NO CPU, NO MEMORY)	4
	1 configured as follows:	
	1 4-WAY RS64IV 750MHZ PROCESSOR	
	6144 MB OF MEMORY	
	1 CD-ROM	
	36 GB OF INTERNAL DISK	
	1 4-PORT ETHERNET ADAPTER 10/100	
	1 COLOR MONITOR W/GRAPHICS ADAPTER	
	1 ETHERNET ADAPTER GB SX	
	1 FIBRE CHANNEL ADAPTER 2GB	
4	ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Configuration 6:
(Cust Ref: Oracle Database)

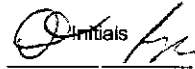
<u>Quantity</u>	<u>Description</u>	
1	RS/6000 S80 SYSTEM UNIT (NO MEMORY, NO CPU'S)	
	1 configured as follows:	
	2 RS64III 450MHZ 6-WAY CPU FEATURE	
	24576 MB OF MEMORY	
	1 CD-ROM	
	36 GB OF INTERNAL DISK	
	1 COLOR MONITOR W/ GRAPHICS ADAPTER	
	1 ETHERNET ADAPTER 10/100 MBPS	
	1 ETHERNET ADAPTER GIGABIT SX	
	1 FIBER CHANNEL ADAPTER 1GB	
4	ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Configuration 7:
(Cust Ref: Oracle Database
II)

<u>Quantity</u>	<u>Description</u>	
1	RS/6000 S80 SYSTEM UNIT (NO MEMORY, NO CPU'S)	
	1 configured as follows:	
	2 RS64III 450MHZ 6-WAY CPU FEATURE	
	24576 MB OF S80 MEMORY	
	1 CD-ROM	
	36 GB OF INTERNAL DISK	
	1 COLOR MONITOR W/ GRAPHICS ADAPTER	
	1 ETHERNET ADAPTER 10/100MBPS	
	1 FIBER CHANNEL ADAPTER 1 GB	
	1 GIGABIT FIBER CHANNEL ADAPTER	
4	ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Configuration 8:
(Cust Ref: Oracle
OID/Controlm/CICS)

<u>Quantity</u>	<u>Description</u>	
1	RS/6000 H80 (NO CPU, NO MEMORY)	


SunGard Subscriber


Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 5 of 10

Mobile Configuration 8:

(Cust Ref: Oracle
OID/Controlm/CICS)

Quantity Description

1 configured as follows:

- 1 4-WAY RS64IV 750MHZ PROCESSOR
- 2048 MB OF MEMORY
- 1 CD-ROM
- 36 GB OF INTERNAL DISK
- 1 COLOR MONITOR W/GRAPHICS ADAPTER
- 1 ETHERNET ADAPTER 10/100 INTEGRATED
- 1 ETHERNET ADAPTER GB SX
- 1 FIBRE CHANNEL ADAPTER 2GB

4 ANNUAL TEST PERIODS (ADDITIONAL)

3

Mobile Configuration 9:

(Cust Ref:
Workstations/Win2K/Network/
Adm)

Quantity Description

4 DESKTOP PC W/CD-ROM DRIVE, 1.44MB DISKETTE
DRIVE, KEYBOARD, MONITOR, MOUSE

(Cust
Ref:Workstations
for Mainframe)

4 configured as follows:

- 1 PENTIUM II 350 MHZ PROCESSOR
- 128 MB RAM
- 4 GB DISK
- 1 10/100 ETHERNET NETWORK INTERFACE CARD

2 DESKTOP PC W/CD-ROM DRIVE, 1.44MB DISKETTE
DRIVE, KEYBOARD, MONITOR, MOUSE

(Cust Ref:Admin
Wkstatn)

2 configured as follows:

- 1 PENTIUM 4 2.4 GHZ PROCESSOR
- 512 MB RAM
- 40 GB DISK
- 1 10/100 ETHERNET NETWORK INTERFACE CARD

1 INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB
DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE


(Cust Ref:Win 2K
I)

1 configured as follows:

- 4 2.8 GHZ PROCESSOR(S)
- 10240 MB RAM
- 36 GB DISK
- 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE
CARD
- 2 10/100 ETHERNET NETWORK INTERFACE CARD
- 1 GIGABIT ETHERNET NETWORK INTERFACE CARD
- 1 RAID CONTROLLER

(1 to be purchased)

5


SunGard Subscriber


Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 6 of 10


Mobile Configuration 9:

(Cust Ref:
Workstations/Win2K/Network/
Adm)

Quantity	Description		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:Win 2K II)	
	1 configured as follows:		
	4 2.8 GHZ PROCESSOR(S)		
	10240 MB RAM		
	36 GB DISK		
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	(1 to be purchased)	5
	2 10/100 ETHERNET NETWORK INTERFACE CARD		
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:Win 2K III)	
	1 configured as follows:		
	4 2.0 GHZ PROCESSOR(S)		
	10240 MB RAM		
	36 GB DISK		
	2 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	(1 to be purchased)	5
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	CISCO 4700M ROUTER BASE UNIT #5, 32MB DRAM, 32MB FLASH		6
	1 configured as follows:		
	1 ETHERNET PORT		
	4 ISDN BRI PORT		
4	ISDN BRI ACCESS		6
1	CISCO CATALYST 5500 SWITCH - BASE UNIT #3, (1) SUPERVISOR III CARD, DUAL FIBER UPLINKS, IOS, ACPS		6
	1 configured as follows:		
	18 GIGABIT ETHERNET PORT		
1	CISCO CATALYST 5500 SWITCH - BASE UNIT #4, (1) SUPERVISOR III CARD, DUAL FIBER UPLINKS, IOS, ACPS		6
	1 configured as follows:		
	18 GIGABIT ETHERNET PORT (WS-X5410)		
1	AT&T AGN FRAME RELAY ACCESS, INCLUDES CISCO 4500 ROUTER, (2) ETHERNET PORTS, (2) TOKEN RING PORTS		6
1	CISCO 3030 VPN CONCENTRATOR, RELEASE 3.5 SOFTWARE		6
1	CISCO PIX 525 FIREWALL #1, 256MB RAM, 16MB FLASH, UR USER LICENSE		6
	1 configured as follows:		
	6 10/100 ETHERNET PORT		
4	ANNUAL TEST PERIODS (ADDITIONAL)		3

Mobile Configuration 10:

Quantity Description


Initials
SunGard Subscriber

TH [REDACTED] [REDACTED]
Quote ID 49151 A, Last Modified 01/27/2004

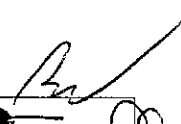
SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 7 of 10

Mobile Configuration 10:
(Cust Ref: Citrix)

Quantity Description

- | | | |
|--------------------------|---|---|
| 1 | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB
DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:1 of 5 to
Replace Dell
6650) |
| 1 configured as follows: | | |
| | 4 2.8 GHZ PROCESSOR(S) | |
| | 6144 MB RAM | (1024 to be purchased) 5 |
| | 180 GB DISK | |
| | 2 10/100 ETHERNET NETWORK INTERFACE CARD | |
| | 1 RAID CONTROLLER | |
| 1 | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB
DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:2 of 5 to
Replace Dell
6650) |
| 1 configured as follows: | | |
| | 4 PENTIUM III 1.40 GHZ PROCESSOR(S) | |
| | 6144 MB RAM | |
| | 145 GB DISK | |
| | 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE
CARD | |
| | 1 RAID CONTROLLER | |
| 1 | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB
DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:3 of 5
Replacement for
Dell 6650) |
| 1 configured as follows: | | |
| | 4 2.8 GHZ PROCESSOR(S) | |
| | 6144 MB RAM | |
| | 180 GB DISK | |
| | 2 10/100 ETHERNET NETWORK INTERFACE CARD | |
| | 1 RAID CONTROLLER | |
| 1 | INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB
DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE | (Cust Ref:4 of 5
Replacement for
Dell 6650) |
| 1 configured as follows: | | |
| | 4 2.5 GHZ PROCESSOR(S) | |
| | 6144 MB RAM | |
| | 180 GB DISK | |
| | 1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE
CARD | |
| | 1 RAID CONTROLLER | |



SunGard Subscriber


Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 8 of 10

Mobile Configuration 10:
(Cust Ref: Citrix)

Quantity	Description		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:5 of 5 Replacement for Dell 6650)	
	1 configured as follows:		
	4 2.5 GHZ PROCESSOR(S)		
	6144 MB RAM		
	180 GB DISK	(35 to be purchased)	5
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:1 if 1 To Replace Dell 2650)	4
	1 configured as follows:		
	2 2.8 GHZ PROCESSOR(S)		
	4096 MB RAM		
	90 GB DISK		
	1 10/100 DUAL-PORT ETHERNET NETWORK INTERFACE CARD	(1 to be purchased)	5
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:1 of 3 Citrix to Replace Dell 2650)	4
	1 configured as follows:		
	2 2.4 GHZ PROCESSOR(S)		
	2048 MB RAM		
	90 GB DISK		
	1 10/100 ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:2 of 3 Citrix to Replace Dell 2650)	4
	1 configured as follows:		
	2 2.4 GHZ PROCESSOR(S)		
	2048 MB RAM		
	90 GB DISK		
	1 10/100 ETHERNET NETWORK INTERFACE CARD		
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		


SunGard Subscriber


Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 9 of 10

Mobile Configuration 10:
(Cust Ref: Citrix)

Quantity	Description	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:3 of 3 to replace Dell 2650) 4
	1 configured as follows:	
	2 2.4 GHZ PROCESSOR(S)	
	2048 MB RAM	
	90 GB DISK	
	1 10/100 ETHERNET NETWORK INTERFACE CARD	
	1 GIGABIT ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
4	ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Work Group Configuration:

Quantity	Description	
1	MOBILE WORKGROUP AREA, UP TO 100 SEATS	9
	1 configured as follows:	
	100 FURNISHED POSITIONS	
	Declaration Fee: \$2,500 per configuration	
	Daily Usage Fee: \$500 per configuration per day	8
	Daily Usage fee \$25 Per PC Starting Day 31	
100	DESKTOP PC W/ CD-RW/DVD DRIVE, 1.44 MB DISKETTE DRIVE, KEYBOARD, MOUSE * NON-TESTABLE *	
	100 configured as follows:	
	1 PENTIUM 4 2.53 GHZ PROCESSOR	
	512 MB RAM	
	40 GB DISK	
	1 10/100/1000 ETHERNET NETWORK INTERFACE CARD	
	1 18" FLAT PANEL DISPLAY	
100	TELEPHONE HANDSET	
1	MOBILE PBX - MERIDIAN OPTION 11C	
	1 configured as follows:	
	1 AUTO ATTENDENT - MENU SERVICE	
	100 STATION PORTS, DIGITAL	
	100 VOICE MAILBOXES - ONE PER CONTRACTED POSITION (4-PORT, 11 HOUR STORAGE)	
	4 DIGITAL TRUNK INTERFACE WITH CSU, 24 PATHS (CLIENT SUPPLIES CARRIER SERVICE)	
1	DIESEL GENERATOR FOR MOBILE EQUIPMENT	
1	PORTABLE UNINTERRUPTABLE POWER SYSTEM (UPS)	
1	AMENITIES UNIT	

Network Configuration:

Quantity	Description	
1	CENTER TO CENTER CONNECTIVITY: ORIGIN *PSC* PHILADELPHIA, PA	10
	1 configured as follows:	
	1 DS-1 DESTINATION CENTER: *SEA* SEATTLE, WA	
	Declaration Fee: \$1,000 per Circuit	
	Daily Usage Fee: \$100 per Circuit	

Initials
SunGard Subscriber

Quote ID 49151 A, Last Modified 01/27/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 10 of 10

- 3 Subscriber acknowledges that the additional Test Period(s) reflected in each configuration on the Schedule are intended to increase Subscriber's total allotment of annual Test Period(s) set forth on the front page of the Schedule by the total number of additional Test Period(s) set forth in a single configuration, unless otherwise noted.
- 4 Subscriber acknowledges that SunGard is acquiring these components as of the execution of this Schedule/Addendum. In the event of a Disaster prior to the installation of the components, SunGard will use commercially reasonable efforts to expedite the procurement and installation of the components to facilitate your recovery.
- 5 Subscriber acknowledges that SunGard will acquire and install this equipment within 90 days of the Commencement Date or execution date of this Schedule, whichever is later. If Subscriber should declare a Disaster prior to the installation of this equipment, SunGard will use commercially reasonable efforts to expedite the procurement and installation of this equipment.
- 6 To be provided to Subscriber at the Primary or Alternate Recovery Facility only.
- 7 Subscriber is responsible for all installation and usage charges.
- 8 Daily Usage Fees during a Disaster will begin on day 1.
- 9 Subscriber acknowledges that no more than 32 Mobile Data Centers are available for delivery of the Mobile Resources.
- 10 If a Declaration Fee of equal or greater value is charged in association with a Center-Based or Mobile Configuration defined on this Schedule, then the Declaration Fee for the applicable Network Services will be deemed included in such fee.


SunGard Subscriber

~~THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL~~

Quote ID 49151 A, Last Modified 01/27/2004

**SCHEDULE B GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 1 of 3**

Selected Services:	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services:			\$0	
(i) Hotsite:	No	N/A		\$0
(ii) Coldsite:	No	N/A		\$0
(iii) Office Space:	No	N/A		\$0
(iv) Work Group Space:	No	N/A	\$0	\$0
(v) MegaVoice (sm):	No	N/A	\$0	\$0
(b) Mobile Recovery Services:				
(i) Replacement Recovery System:	Yes	Four (4)	\$0	\$1,250 ^{1,2}
Delivery Method(s) Selected:	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space:	Yes	N/A	\$0	\$500 ^{1,2}
Delivery Method(s) Selected:	SunGard Facility/Mobile Coldsite			
(iii) Supplemental Office Space:	Yes	N/A		
(iv) Mobile Work Group Space:	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0
(c) Network Services:	No	N/A	\$0	\$0

¹ Initial 30 days of Daily Usage Fees during a Disaster will not be charged.

² Per configuration.

Agreed Term: 60 month(s)

Commencement Date: 01/01/2004

Monthly Fee: Effective 01/01/2004 \$0
 Monthly Fee: Effective 02/01/2004 \$500
 Monthly Fee: Effective 01/01/2005 \$550
 Monthly Fee: Effective 01/01/2006 \$600
 Monthly Fee: Effective 01/01/2007 \$630
 Monthly Fee: Effective 01/01/2008 \$670

Subscriber's Location: 1539 11TH AVE., HELENA, MT 59620

Send Subscriber Notices to: 125 N. ROBERTS, MITCHELL BUILDING, HELENA, MT 59620

ATTN: MARTIN MCGILL

Send Subscriber Invoices to: 1539 11TH AVE., PO BOX 201301, HELENA, MT 59620

ATTN: JOHN DAUGHERTY

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER: STATE OF MONTANA - DEPARTMENT OF CORRECTIONS

BY: [Signature]
 PRINT NAME: Denny Day
 PRINT TITLE: SW
 DATE SIGNED: 2/17/04

BY: [Signature]
 PRINT NAME: John E. Daugherty
 PRINT TITLE: Chief, Information Technology Bureau
 DATE SIGNED: 2/13/04

Quote ID 51804 B, Last Modified 01/22/2004

SCHEDULE B GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 2 of 3

Mobile Configuration 1:

Quantity	Description	
1	AS/400 7XX SERIES SYSTEM (NO CPU, NO MEMORY, NO FEATURES)	
	1 configured as follows:	
	100 BATCH CPW	
	120 INTERACTIVE CPW	
	2048 MB OF 7XX MEMORY	
	1 AS/400 CONSOLELINK REMOTE PC	
100	GB OF AS/400 DASD (RAW - 100% USEABLE)	
1	3570-B01, MAGSTAR, 1-DRIVE, 20-TAPE CHANGER	
1	10/100MB ETHERNET	
1	6X40 TWINAX WORKSTATION CONTROLLER	
1	ASCII WORKSTATION CONTROLLER, 6 PORTS	
1	3196 TERMINALS OR EQUIVALENT	
1	ADTRAN 2X64 ISU TERMINAL ADAPTER	4
1	CISCO 2611 ROUTER	4
	1 configured as follows:	
	2 ETHERNET PORT	
	1 SERIAL PORT	
1	ISDN BRI ACCESS	4
4	ANNUAL TEST PERIOD (ADDITIONAL), ANNUAL TEST PERIODS (ADDITIONAL)	3

Mobile Configuration 2:

Quantity	Description	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:1 of 3, Raid 5 Controller, 6 x 36GB drives) 5
	1 configured as follows:	
	2 2.8 GHZ PROCESSOR(S)	
	4096 MB RAM	
	216 GB DISK	
	1 10/100 ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:2 of 3, Raid 5 Controller, 6 x 36Gb drives) 5
	1 configured as follows:	
	2 2.8 GHZ PROCESSOR(S)	
	4096 MB RAM	
	216 GB DISK	
	1 10/100 ETHERNET NETWORK INTERFACE CARD	
	1 RAID CONTROLLER	

 Initials
SunGard Subscriber



Quote ID 51804 B, Last Modified 01/22/2004

**SCHEDULE B GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 01/01/2004
BETWEEN SUNGARD RECOVERY SERVICES LP and STATE OF MONTANA
Page 3 of 3**

Mobile Configuration 2:

<u>Quantity</u>	<u>Description</u>		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:3 of 3, Raid 5 Controller, 6 x 36GB drives)	5
	1 configured as follows:		
	2 2.8 GHZ PROCESSOR(S)		
	4096 MB RAM		
	216 GB DISK		
	1 10/100 ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
1	INTEL-BASED SERVER W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE, KEYBOARD, MONITOR, MOUSE	(Cust Ref:1 of 1, Raid 5 Controller, 6 x 36GB drives)	5
	1 configured as follows:		
	1 2.8 GHZ PROCESSOR(S)		
	1024 MB RAM		
	216 GB DISK		
	1 10/100 ETHERNET NETWORK INTERFACE CARD		
	1 RAID CONTROLLER		
4	EXTERNAL USB CD REWRITER	(3 to be purchased)	6
4	40/80GB DLT 8000 TAPE DRIVE	(Cust Ref:One for each server)	
4	DVD DRIVE EXTERNAL W/USB INTERFACE	(Cust Ref:1 for each server)	
4	ANNUAL TEST PERIODS (ADDITIONAL)		3

- 3 Subscriber acknowledges that the additional Test Period(s) reflected in each configuration on the Schedule are intended to increase Subscriber's total allotment of annual Test Period(s) set forth on the front page of the Schedule by the total number of additional Test Period(s) set forth in a single configuration, unless otherwise noted.
- 4 To be provided to Subscriber at the Primary or Alternate Recovery Facility only.
- 5 Subscriber acknowledges that SunGard is acquiring these components as of the execution of this Schedule/Addendum. In the event of a Disaster prior to the installation of the components, SunGard will use commercially reasonable efforts to expedite the procurement and installation of the components to facilitate your recovery.
- 6 Subscriber acknowledges that SunGard will acquire and install this equipment within 90 days of the Commencement Date or execution date of this Schedule, whichever is later. If Subscriber should declare a Disaster prior to the installation of this equipment, SunGard will use commercially reasonable efforts to expedite the procurement and installation of this equipment.

 Initials
SunGard Subscriber


Quote ID 51804 B, Last Modified 01/22/2004